

**March 12, 2008 Redraft**

**AGREEMENT FOR LANDSCAPING COMPLETION**  
**NORTHERN FAUQUIER COMMUNITY PARK AND SPORTS COMPLEX**

This Agreement is made and entered into this \_\_\_\_\_ day of March 2008, by and between The Board of Supervisors of Fauquier County (the "Board"), and S. W. Rodgers Company, Inc. ("Rodgers").

**RECITALS:**

**WHEREAS**, the Board is developing a community park and sports field complex (the "Sports Park Facility") on an 88.6725 acre tract of land adjacent to Virginia Route 55 in Fauquier County, Virginia (the "Site"); and

**WHEREAS**, the Board and Rodgers have entered into a construction contract to complete the construction of the Sports Park Facility on the Site (the "Construction Contract"), which includes certain provisions for landscaping the site with certain trees, shrubs and grass areas (the "Landscaping") according to a landscaping plan (the "Landscaping Plan") prepared by Earth Design Associates, Inc. ("EDA"); and

**WHEREAS**, the Board and Rodgers have agreed to modify the Construction Contract to provide for the modification of the work relating to the Landscaping, as set forth in this Agreement, in certain change orders attached hereto, and in certain modifications to the Landscaping Plan attached hereto or incorporated herein by reference (the "Landscaping Work Modifications"); and

**WHEREAS**, the Board agrees that (a) the Landscaping Work Modifications will satisfy the obligations of Rodgers under the Construction Contract with respect to the installation of the

trees and shrubs, and (b) this Agreement will supersede any and all prior discussions, correspondence or agreements specifically with respect to the installation of the trees and shrubs and the suitability of the site preparation and soils conditions for the planting of such trees and shrubs;

### **A G R E E M E N T:**

**Now, therefore, the Board and Rodgers agree as follows:**

- 1) The Landscaping Plan, as defined in this Agreement, refers to a certain plan prepared by EDA dated December 12, 2007 that contains a planting layout and a table setting forth both the types and quantities of the trees and shrubs, which types and quantities, together with the pricing therefor, were incorporated into Change Order No. 89 attached hereto, as subsequently revised with respect to such mix, quantities and pricing pursuant to Proposed Change Order 100 attached hereto and intended to be approved hereby, and as further revised, with respect to layout only, on a subsequent plan prepared by EDA and dated December 12, 2007 which subsequent plan has been initialed by Rodgers and the Board and incorporated herein by reference, and as further revised, with respect to planting techniques and procedures, in accordance with this Agreement. The Landscaping Plan may be further revised as provided below in this Agreement, and provides for three categories of shrub and tree plantings, as follows:
  - a. Shrubs to be planted in beds
  - b. Smaller Ornamental Trees
  - c. Large Shade and Evergreen Trees
- 2) Individual tree plantings shall be performed as follows:
  - a) Large Shade and Evergreen Trees. Trenches three (3) feet deep and four (4) inches wide shall be excavated in a "spokes of the wheel" pattern of eight spokes substantially as shown on the attached Exhibit "A". The outside diameter of such trench pattern shall be approximately twenty (20) feet. In addition, an eight (8) inch diameter hole six (6) feet deep shall be augured into the ground at the center of the wheel. Such hole and trenches shall be backfilled with a 50-50 mix of compost and excavated soil. Following the foregoing, Rodgers will spread 2" of compost over the planting area and use a backhoe or mini-excavator to (a) break up the soil in an area two to three times the size of the root ball at the center of the wheel above the deep hole, and then (b) dig a hole approximately the same size as the root ball for placement of the tree. After planting of the tree, Rodgers will install a saucer and mulch ring at the base thereof as shown in the planting detail on Sheet L15 of the Landscape Plan and surface the trenches with remaining excavated soil from the hole, mounding such soil over the trenches in anticipation

of some surface settlement over time as the soil-compost mixture in the trenches settles. Following completion of the installation of all of the trees, and in the course of completing its obligations with respect to the grass areas described in Paragraph 7 below, Rodgers will finish grade and seed the areas around the newly planted trees. Rodgers shall not be responsible for any work associated with subsequent settlement in trenches.

b) Smaller Ornamental Trees. These trees shall be planted in a manner similar to the larger trees described above, except that the diameter of the wheel pattern of trenches shall be approximately ten to twelve (10-12) feet rather than 20 feet.

- 3) The parties acknowledge that in some areas of concentrated tree planting, the trench patterns may overlap due to their size. The parties further acknowledge that in certain locations, site conditions will not permit trenches or holes of the size, shape, pattern or depth specified above because of proximity to (a) edges of roads, trails, buildings or playing fields, (b) underground utilities, (c) wetlands, drainage ponds or other environmentally regulated areas, (d) banks and other steep grades, (e) naturally occurring bedrock, and (f) underground rock boulders buried in fill areas. In those locations where site conditions constrain the size, shape, pattern or depth of the spokes of the wheel pattern of the trenches or the auger holes, in consultation with EDA, Rodgers may alter any thereof to meet the site conditions or change the shape or reduce the size of the pattern for a particular tree by up to fifty percent (50%). If such adjustment of the trenching pattern is not possible in certain instances, then Rodgers shall relocate the tree designated for such location to an alternate location selected by EDA and agreed to by the Board's designated representative. The parties acknowledge that moving a tree location after partial excavation will entail additional cost to Rodgers, and the parties will endeavor to make any such relocation choices prior to excavation of particular holes where conditions appear to be questionable based upon surface observation. If despite such efforts Rodgers is required to begin excavation and then close and relocate any particular tree hole, Rodgers will be compensated therefor at a rate of \$50 per relocation.
- 4) Shrubs shall be planted in mulched beds as follows. Shrub planting areas shall be prepared by spreading a two (2) inch layer of compost over the planting area, followed by excavation of twelve to eighteen (12-18) inches of surface soil using a backhoe or mini-excavator. The surface of the excavated area shall then be lightly tilled to smooth the surface. Shrubs shall be planted within such prepared area in individual holes approximately the same size as the rootball. Two to three inches of shredded hardwood bark mulch will be spread over the bed areas.
- 5) Trucked-in compost described in Paragraphs 2 and 4 above will be supplied by Rodgers in place of the large mulched beds in areas of ornamental, shade and evergreen trees. Such compost shall meet the specification set forth on Exhibit "B".
- 6) The parties understand and acknowledge that the location of certain trees and shrubs may need adjustment in the field to achieve the following: (a) avoid conflict with underground utilities (b) enhance site distances for motorists and bicyclists, (c) avoid

impingement on the use of sports fields and (d) avoid the creation of hidden areas in and around play areas. Notwithstanding the above, adjusted plant locations will be determined by EDA, and agreed to by the Board's representative. No plants will be planted in areas where planting is prohibited by any laws or regulations of governmental entities having jurisdiction over the site. If any plants on the current landscape plan are in such areas, they will be relocated at the time of stakeout to a new location to be determined by EDA and agreed to by the Board's representative.

- 7) Rodgers shall aerate and fertilize all grass areas, and reseed as necessary to facilitate grass growth during the spring and summer of 2008. Rodgers shall designate grass areas to be mowed on a weekly basis by the mowing contractor provided by the Board. The parties acknowledge that the installation of the Landscaping will damage certain grass areas, and Rodgers agrees to repair and reseed all such damaged areas. As the growing season for grass progresses through 2008, Rodgers will rework areas where grass is unable to grow properly by tilling, fertilizing, aerating, adding topsoil and reseeding as necessary. Rodgers acknowledges the existence of certain areas near paths, roads and structures where construction work has resulted in topsoil not meeting the required four-inch depth. In such areas, Rodgers will add topsoil and re-grade, fertilize and seed as necessary. Rodgers will remove any surface rocks (size in excess of 3" inches in length) from grass areas.
- 8) Rodgers will water the trees and shrubs as necessary during the spring through fall, 2008 growing season. The Board will have the responsibility for watering the grass as necessary.
- 9) Nothing set forth in this Agreement shall amend or modify in any way Rodgers' existing warranty obligations under the Construction Contract, or, except as specifically addressed herein, any other provision of the Construction Contract.
- 10) Rodgers shall receive payment from the County for additional costs incurred under this Agreement in the amount of \$81,075 pursuant to Proposed Change Order Nos. 104, 105 and 106 dated March 5, 2008, approved by the parties hereto and attached hereto as Exhibits "C", "D" and "E" respectively. The parties further acknowledge their prior approval of Change Order No. 89 attached hereto as Exhibit "F," as well as their approval hereby of Proposed Change Order No. 100 attached hereto as Exhibit "G." To the extent there is any further modification to the mix or quantities of trees and shrubs set forth in the Landscaping Plan or the change orders listed above, then such modification shall be handled through the issuance of one or more additional proposed change orders by Rodgers.
- 11) The Board agrees to provide an onsite representative authorized to provide prompt decisions should any tree or shrub require relocation for any reason noted in this agreement.

Except as specifically modified hereby, the Construction Contract shall remain in full force and effect. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement shall be governed by the laws of the Commonwealth of Virginia and any action to enforce any right or obligation hereunder shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the Board and Rodgers have executed and delivered this Agreement as of the date written above.

**THE BOARD OF SUPERVISORS OF  
FAUQUIER COUNTY, a body politic**

BY: \_\_\_\_\_

**S.W.RODGERS COMPANY, INC.**

BY: \_\_\_\_\_

**Richard W. Long  
Vice President**

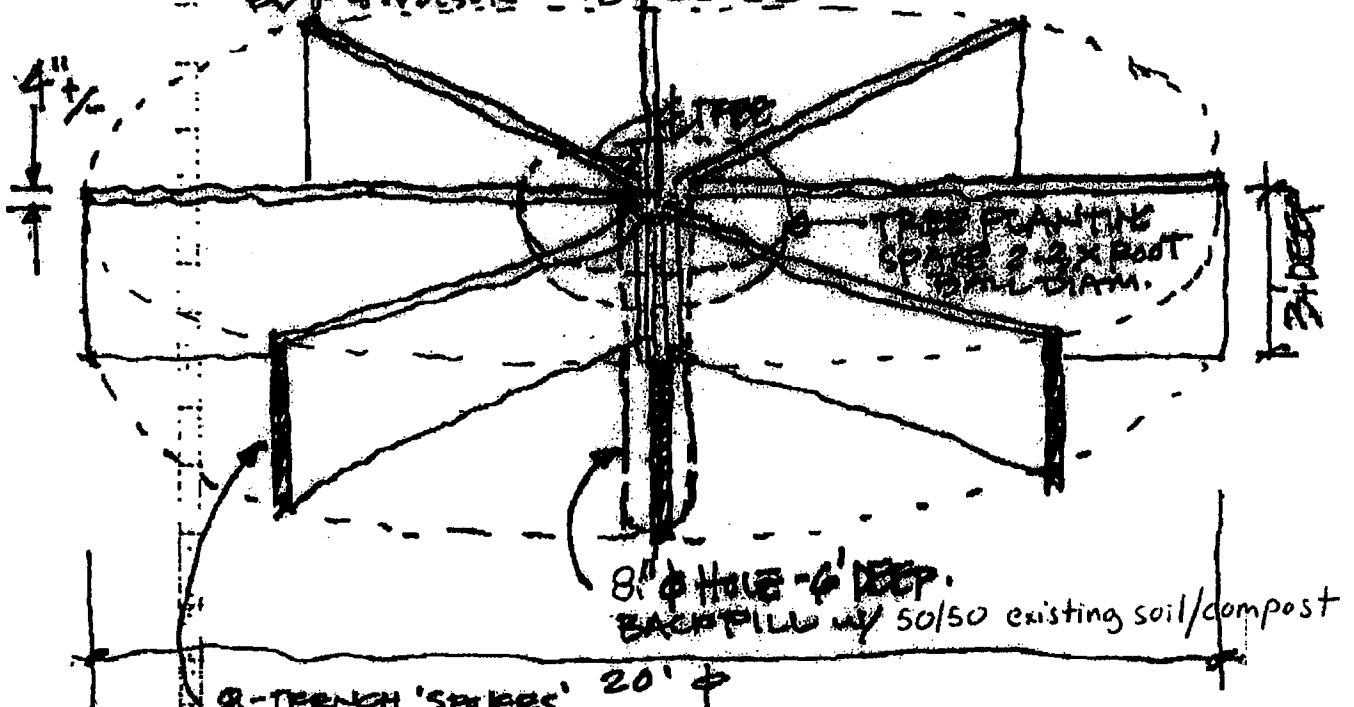
**Exhibit "A"**  
**Tree Trenching and Planting Diagram**

# Exhibit A

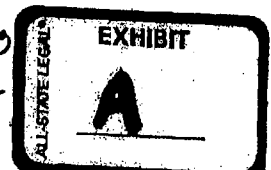
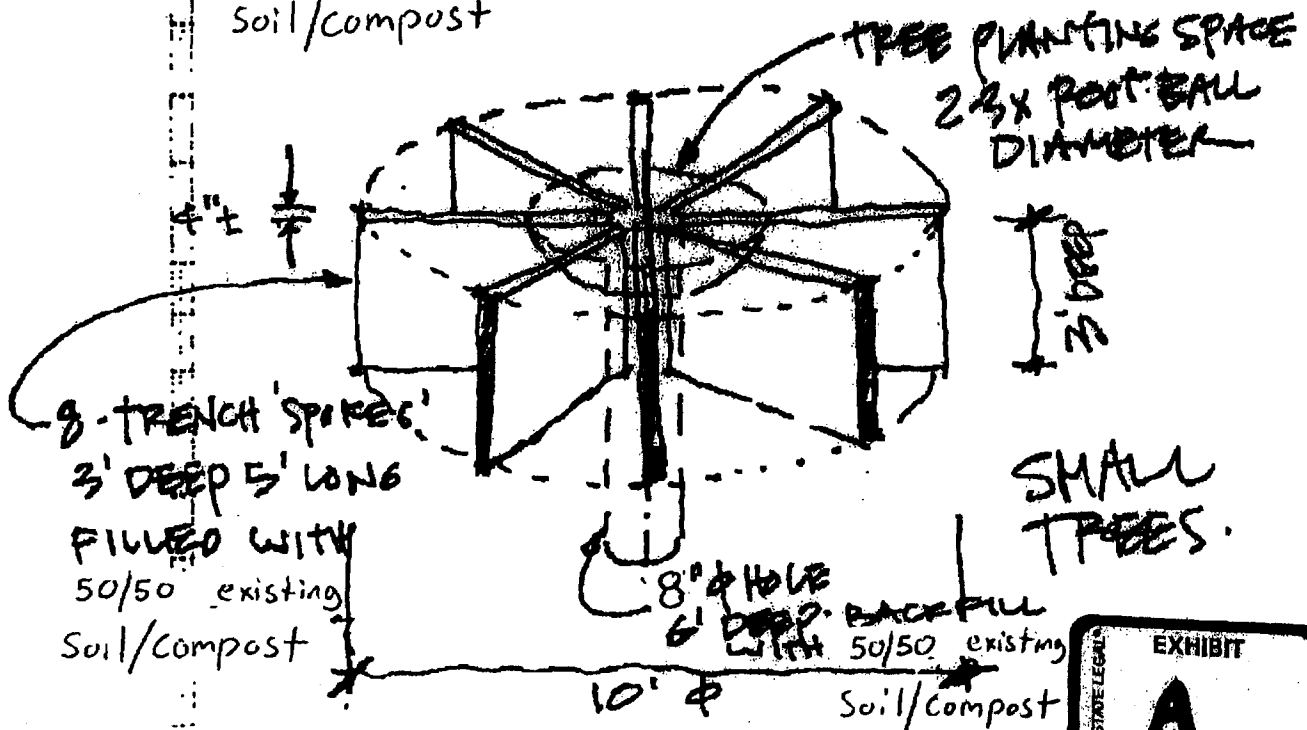
FALQUIER PARK

2.26.08

TREE SOIL WORK DISCUSSION WITH  
EDMUNDSON - 2.26.08



## LARGE TREES



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**Exhibit "B"**  
**Compost Specification**



Exhibit  
B

2.9 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 30 to 40 percent of dry weight.

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**Exhibit "C"**

**Proposed Change Order No. 104**

**S.W. Rodgers**

P.O. Box 398  
5816 Wellington Road  
Gainesville, VA 20156

Exhibit  
C

Phone: 703-591-8400  
Fax: 703-968-0422

**PROPOSED CHANGE ORDER**

No. 00104

**TITLE:** Tree Auguring and Trenching**DATE:** 3/5/2008**PROJECT:** Fauquier County Northern Area Park**JOB:** 05043

**TO:** Fauquier County Govt. & Public Schls  
320 Hospital Drive Suite 23  
Warrenton, VA 20186

**CONTRACT NO:** 05043**ATTN:** Ron Mabry**RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

This proposal is subject to ratification of, and the terms of the "Agreement for Landscaping and Completion" by Fauquier County and S.W. Rodgers Co., Inc.

All work is to be by mechanized equipment only. Hand excavation is specifically excluded.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00002	Auguring and Trenching per #2-3 and 5 of the "Agreement for Landscaping Completion" dated		1.000	LS	\$120,000.00	0.00%	\$0.00	\$120,000.00

**Unit Cost:** \$120,000.00**Unit Tax:** \$0.00**Lump Sum:** \$0.00**Lump Tax:** \$0.00**Total:** \$120,000.00**APPROVAL:**

**By:** \_\_\_\_\_  
Ron Mabry

**By:** Edward S. Bishop  
Scott Bishop

**Date:** \_\_\_\_\_

**Date:** 3/5/2008

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**Exhibit "D"**  
**Proposed Change Order No. 105**

**S.W. Rodgers**

P.O. Box 398  
5816 Wellington Road  
Gainesville, VA 20156

Exhibit  
D

Phone: 703-591-8400  
Fax: 703-968-0422

**PROPOSED CHANGE ORDER****No. 00105****TITLE:** Mulch for Shrub Beds**DATE:** 3/5/2008**PROJECT:** Fauquier County Northern Area Park**JOB:** 05043

**TO:** Fauquier County Govt. & Public Schls  
320 Hospital Drive Suite 23  
Warrenton, VA 20186

**CONTRACT NO:** 05043**ATTN:** Ron Mabry**RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

Item Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001 Mulch 3" depth for 1 acre of shrub bed		420.000	CY	\$42.00	0.00%	\$0.00	\$17,640.00
00002 Credit for Mulch from original plan		-2315.000	CY	\$42.00	0.00%	\$0.00	(\$97,230.00)
00003 Seeding for deleted Mulch Beds		22775.000	SY	\$0.60	0.00%	\$0.00	\$13,665.00

**Unit Cost:** (\$65,925.00)**Unit Tax:** \$0.00**Lump Sum:** \$0.00**Lump Tax:** \$0.00**Total:** (\$65,925.00)**APPROVAL:**

**By:** \_\_\_\_\_  
Ron Mabry

**Date:** \_\_\_\_\_

Expedition ®

**By:** Edwin S. Bishop  
Scott Bishop

**Date:** 3/5/2008

**Exhibit "E"**  
**Proposed Change Order No. 106**

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single word or a set of initials.

**S.W. Rodgers**

P.O. Box 398  
5816 Wellington Road  
Gainesville, VA 20156

Exhibit  
E

Phone: 703-591-8400  
Fax: 703-968-0422

**PROPOSED CHANGE ORDER**  
No. 00106**TITLE:** Soil prep for shrub Beds**DATE:** 3/5/2008**PROJECT:** Fauquier County Northern Area Park**JOB:** 05043**TO:** Fauquier County Govt. & Public Schls  
320 Hospital Drive Suite 23  
Warrenton, VA 20186**CONTRACT NO:** 05043**ATTN:** Ron Mabry**RE:****To:****From:****Number:****DESCRIPTION OF PROPOSAL**

This proposal is subject to ratification of, and the terms of the "Agreement for Landscaping and Completion" by Fauquier County and S.W. Rodgers Co., Inc.

All work is to be by mechanized equipment. Hand excavation is specifically excluded.

Item Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001 Prep beds (1acre) per #4 and 5 of the "Agreement for Landscaping Completion" dated		1.000	LS	\$27,000.00	0.00%	\$0.00	\$27,000.00

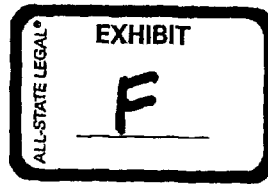
**Unit Cost:** \$27,000.00**Unit Tax:** \$0.00**Lump Sum:** \$0.00**Lump Tax:** \$0.00**Total:** \$27,000.00**APPROVAL:****By:** \_\_\_\_\_  
Ron Mabry**By:** Edward S. Bishop  
Scott Bishop**Date:** \_\_\_\_\_**Date:** 3/5/2008

**Exhibit "F"**  
**Change Order No. 89**



S.W. Rodgers

P.O. Box 398  
5816 Wellington Road  
Gainesville, VA 20156



Phone: 703-591-8400  
Fax: 703-968-0422

CHANGE ORDER

No. 00089

TITLE: Revised Landscaping

DATE: 11/12/2007

PROJECT: Fauquier County Northern Area Park

JOB: 05043

TO: Fauquier County Govt. & Public Schls  
320 Hospital Drive Suite 23  
Warrenton, VA 20186

CONTRACT NO: 05043

ATTN: Ron Mabry

RE: PCO #97

To:

From:

Number: 00097

**DESCRIPTION OF CHANGE**

See PCO #97 and the attached sheets for plant list, qualifications and exclusions.

Item	Description	Stock	Quantity	Unit	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Revised Landscape proposal		1.000		\$202,444.01	0.00%	\$0.00	\$202,444.01

Unit Cost:	\$202,444.01
Unit Tax:	\$0.00
Lump Sum:	\$0.00
Lump Tax:	\$0.00
Total:	\$202,444.01

The Original Contract Sum was	\$8,719,817.33
Net Change by Previously Authorized Requests and Changes	\$1,225,542.83
The Contract Sum Prior to This Change Order was	\$9,945,360.16
The Contract Sum Will be Increased	\$202,444.01
The New Contract Sum Including This Change Order	\$10,147,804.17
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

**ACCEPTED:**

Fauquier County Govt. & Public Sch S.W. Rodgers

S.W. Rodgers

By: Susan Neman

By: Edward S. Bishop

By: Richard Long

Procurement Mgr Ron Mabry

Scott Bishop

Richard Long

Date: 11/19/07

Date: 11/12/07

Date: 11/12/07

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W. Rodgers Co., Inc.  
 6816 Wellington Road  
 Gainesville VA, 20156

Final Landscape Plant/Tree List  
 11/6/2007

New Quantity	Description	Size	New Price	Total New
3	Ohio Buckeye	3"	\$783.40	\$2,350.20
75	Allegheny Serviceberry	1"	\$103.41	\$7,755.75
50	Sugar Maple	3"	\$517.00	\$25,850.00
31	Sugar Maple	3"	\$517.00	\$16,027.00
96	October Glory Red Maple	3"	\$517.00	\$49,632.00
43	River Birch	2"	\$312.00	\$13,416.00
100	Eastern Redbud	2"	\$312.00	\$31,200.00
25	American Hornbeam	2"	\$312.00	\$7,800.00
248	White Flowering Dogwood	2"	\$312.00	\$77,376.00
13	White Fringetree	1"	\$117.51	\$1,527.63
32	Common Persimmon	1"	\$117.51	\$3,760.32
9	Autumn Purple Ash	3"	\$517.00	\$4,653.00
12	American Beech	3"	\$783.40	\$9,400.80
13	Common Witchhazel	6-8'	\$133.18	\$1,731.34
79	American Holly	6-8'	\$313.36	\$24,755.44
141	Eastern Red Cedar	4-5'	\$78.34	\$11,045.94
244	Eastern Red Cedar	6-7'	\$112.00	\$27,328.00
108	Eastern Red Cedar	8-10'	\$172.35	\$18,613.80
8	Golden Rain Tree	2"	\$313.36	\$2,506.88
3	Sweet Gum	3"	\$468.00	\$1,404.00
75	Sweet Gum	3"	\$468.00	\$35,100.00
86	Tulip Popular	3"	\$468.00	\$40,248.00
6	American Crabapple	2"	\$312.00	\$1,872.00
30	Star Magnolia	7-8'	\$215.44	\$6,463.20
44	Sweetbay Magnolia	7-8'	\$215.44	\$9,479.36
59	Black Gum	3"	\$507.00	\$29,913.00
54	Sourwood	3"	\$585.00	\$31,590.00
39	American Sycamore	3"	\$429.00	\$16,731.00
274	Eastern White Pine	8-10'	\$215.44	\$59,030.56
98	Willow Oak	3"	\$517.00	\$50,666.00
62	Northern Red Oak	3"	\$560.13	\$34,728.06
57	Sassafras	1"	\$117.51	\$6,698.07
33	Golden Weeping Willow	3"	\$517.00	\$17,061.00
192	Eastern Hemlock	8-10'	\$258.53	\$49,637.76
34	Bald Cypress	8-10'	\$148.85	\$5,060.90
34	American Elm	3"	\$507.00	\$17,238.00
				\$749,651.01

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Original Contract	=	\$512,600.00
CO # 73	=	\$34,607.00
New Contract	=	\$749,651.01
Total Add to Contract	=	\$202,444.01

- 1) Unit prices include cost for restoration of the site after landscaping activities are complete.
- 3) All quantities and sizes are subject to availability.
- 4) Includes mulch ring for individual trees and plants only.
- 5) Contract schedule will extend beyond May 2008.
- 6) Mulch beds and planting soil beds to be determined after review of final bed outline and specifications.
- 7) Maintenance by others

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**Exhibit "G"**  
**Proposed Change Order No. 100**

**S.W. Rodgers**

P.O. Box 398  
5816 Wellington Road  
Gainesville, VA 20156

ALL-STATE LEGAL®

EXHIBIT

**G**

Phone: 703-591-8400  
Fax: 703-968-0422

**PROPOSED CHANGE ORDER**

**No. 00100**

**TITLE:** Landscape Plants

**DATE:** 1/21/2008

**PROJECT:** Fauquier County Northern Area Park

**JOB:** 05043

**TO:** Fauquier County Govt. & Public Schls  
320 Hospital Drive Suite 23  
Warrenton, VA 20186

**CONTRACT NO:** 05043

**ATTN:** Ron Mabry

**RE:**

**To:**

**From:**

**Number:**

**DESCRIPTION OF PROPOSAL**

See attached "Final Landscape Plant List" dated 2/28/2008 for quantities, unit prices, qualifications and exclusions.

Item Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001 Additional Landscape Plantings		1.000		\$81,528.90	0.00%	\$0.00	\$81,528.90

<b>Unit Cost:</b>	<b>\$81,528.90</b>
<b>Unit Tax:</b>	<b>\$0.00</b>
<b>Lump Sum:</b>	<b>\$0.00</b>
<b>Lump Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$81,528.90</b>

**APPROVAL:**

**By:** \_\_\_\_\_  
Ron Mabry

**Date:** \_\_\_\_\_

**By:** Edward S. Bishop  
Scott Bishop

**Date:** 1/21/2008

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S.W. Rodgers Co., Inc.  
5816 Wellington Road  
Gainesville VA, 20156

Final Landscape Plant List  
2/28/2008

New Quantity	Description	Size	New Price	Total New
50	Pussy Willow	1 Gal.	\$23.50	\$1,175.00
50	Iron Weed	Tubeling	\$6.27	\$313.50
26	Joe Pye Weed	Tubeling	\$6.27	\$163.02
152	Blue Flag	Tubeling	\$6.27	\$953.04
253	Balzingstar	Tubeling	\$6.27	\$1,586.31
228	Blue Pickerel Rush	Tubeling	\$6.27	\$1,429.56
253	Cardinal Flower	Tubeling	\$6.27	\$1,586.31
253	Blue Lobelia	Tubeling	\$6.27	\$1,586.31
65	Tatarian Dogwood	24-36"	\$47.00	\$3,055.00
141	Inkberry	30-36"	\$54.85	\$7,733.85
167	Harvest Red Winterberry	36-48"	\$44.00	\$7,348.00
118	Bayberry	18-24"	\$37.61	\$4,437.98
29	Little Princess Spirea	12-18"	\$26.00	\$754.00
243	Fragrant Sumac	18-24"	\$34.50	\$8,383.50
118	Prague Viburnum	24-36"	\$32.00	\$3,776.00
80	Doublefire Viburnum	24-36"	\$32.00	\$2,560.00
60	Boston Ivy	1 Gal.	\$23.50	\$1,410.00
14	VA Gentlemens Mix ERN-174	Pound	\$470.04	\$6,580.56
42	Flood Plain Mix ERN-154	Pound	\$430.88	\$18,096.96
1	Spray Herbicide/Till 2" Deep Special Seed Areas	Lump	\$8,600.00	\$8,600.00
				<b>\$81,528.90</b>

- 1) Unit prices include cost for restoration of the site after landscaping activities are complete.
- 2) All seed to be applied by hydroseeding.
- 3) All quantities and sizes are subject to availability.
- 4) Contract schedule will extend beyond May 2008.
- 5) Mulch beds and planting soil beds to be determined after review of final bed outline and specifications.
- 6) Maintenance by others

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